

Exhibit H

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
IN RE PHARMACEUTICAL INDUSTRY)	
AVERAGE WHOLESALE PRICE)	M.D.L. No. 1456
LITIGATION)	
_____)	CIV. ACTION NO. 01-12257-PBS
)	
THIS DOCUMENT RELATES TO:)	
ALL ACTIONS)	
_____)	

CONSOLIDATED ORDER RE: MOTION FOR CLASS CERTIFICATION

January 30, 2006

Saris, U.S.D.J.

Pursuant to Fed. R. Civ. P. 23, plaintiffs have moved for an order certifying a class in this action. After considering the submissions of the parties and the record in this case, and after hearing on January 19, 2006, I order that plaintiffs' motion for class certification is **ALLOWED IN PART and DENIED IN PART** as to the claims asserted in the Third Amended Master Consolidated Class Action Complaint ("TAMCCAC"). The Court relies on the reasons stated in court and in In re Pharm. Indus. Average Wholesale Price Litig., 230 F.R.D. 61 (D. Mass. 2005). The classes are certified as follows:

I. CLASSES AND SUBCLASSES CERTIFIED

A. Class 1: Medicare Part B Co-Payment Class

1. Class Definition:

All natural persons nationwide who made, or who

incurred an obligation enforceable at the time of judgment to make, a co-payment based on AWP for a Medicare Part B covered Subject Drug¹ that was manufactured by AstraZeneca (AstraZeneca, PLC, Zeneca, Inc., AstraZeneca Pharmaceuticals L.P., and AstraZeneca U.S.), the BMS Group (Bristol-Myers Squibb Co., Oncology Therapeutics Network Corp., and Apothecan, Inc.), SmithKline Beecham Corporation d/b/a GlaxoSmithKline, or the Johnson & Johnson Group (Johnson & Johnson, Centocor, Inc., Ortho Biotech, McNeil-PPC, Inc., and Janssen Pharmaceutica Products, L.P.). Excluded from the Class are those who made flat co-payments, who were reimbursed fully for any co-payments, or who have the right to be fully reimbursed; and the residents of the states of Alabama, Alaska, Georgia, Iowa, Kentucky, Louisiana, Mississippi, Montana, and Virginia (where consumer protection statutes do not permit class actions).

2. The Court certifies four Subclasses corresponding to each of the defendant groups.

3. The Court certifies the following plaintiffs as representatives of these Subclasses pursuant to Fed. R. Civ. P. 23(b)(3). Leroy Townsend (AstraZeneca); David and Susan Ruth Aaronson (GlaxoSmithKline, the BMS Group); Joyce Howe, individually and on behalf of the Estate of Robert Howe (AstraZeneca); James and Teresa Shepley (the Johnson & Johnson Group); Larry Young, individually and on behalf of the Estate of

¹ The Subject Drugs are identified in the Table of Subject Drugs found at the end of this Order. Defendants recently raised the issue that some drugs were improperly included. After conferring, the parties may move to strike drugs included in error.

Patricia Young (the Johnson & Johnson Group). The representative of a Subclass need only have paid for one of the Subject Drugs manufactured or marketed by a defendant group. I decline to certify a class of persons who made co-payments for drugs manufactured by the Schering Plough Group (Schering-Plough Corporation and Warrick Pharmaceuticals Corporation) because plaintiffs have not proposed any adequate and typical representatives of that proposed subclass.

4. The consumer protection act of each state shall apply to these Subclasses. Specifically, the Medicare Part B Co-payment Class is certified for claims under the following statutes:

(a) Ariz. Rev. Stat. § 44-1522, *et seq.*; (b) Ark. Code § 4-88-101, *et seq.*; (c) Cal. Bus. & Prof. Code §§ 17200, *et seq.*, 1770; (d) Colo. Rev. Stat. § 6-1-105, *et seq.*; (e) Conn. Gen. Stat. § 42-110b, *et seq.*; (f) 6 Del. Code § 2511, *et seq.*; (g) D.C. Code § 28-3901, *et seq.*; (h) Fla. Stat. § 501.201, *et seq.*; (i) Haw. Rev. Stat. § 480, *et seq.*; (j) Idaho Code § 48-601, *et seq.*; (k) 815 ILCS § 505/1, *et seq.*; (l) Ind. Code Ann. § 24-5-0.5.1, *et seq.*; (m) Kan. Stat. § 50-623, *et seq.*; (n) Md. Com. Law Code § 13-101, *et seq.*; (o) Mass. Gen. L. Ch. 93A, *et seq.*; (p) Mich. Stat. § 445.901, *et seq.*; (q) Minn. Stat. § 325F.67, *et seq.*; (r) Mo. Rev. Stat. § 407.010, *et seq.*; (s) Neb. Rev. Stat. § 59-1601, *et seq.*; (t) Nev. Rev. Stat. § 598.0903, *et seq.*;

(u) N.H. Rev. Stat. § 358-A:1, *et seq.*; (v) N.J. Stat. Ann. § 56:8-1, *et seq.*; (w) N.M. Stat. Ann. § 57-12-1, *et seq.*; (x) N.Y. Gen. Bus. Law § 349, *et seq.*; (y) N.C. Gen. Stat. § 75-1.1, *et seq.*; (z) N.D. Cent. Code § 51-15-01, *et seq.*; (aa) Ohio Rev. Stat. § 1345.01, *et seq.*; (bb) Okla. Stat. tit. 15 § 751, *et seq.*; (cc) Or. Rev. Stat. § 646.605, *et seq.*; (dd) 73 Pa. Stat. § 201-1, *et seq.*; (ee) R.I. Gen. Laws. § 6-13.1-1, *et seq.*; (ff) S.C. Code Laws § 39-5-10, *et seq.*; (gg) S.D. Code Laws § 37-24-1, *et seq.*; (hh) Tenn. Code § 47-18-101, *et seq.*; (ii) Tex. Bus. & Com. Code § 17.41, *et seq.*; (jj) Utah Code Ann. § 13-1 1-1, *et seq.*; (kk) Vt. Stat. Ann. tit. 9, § 245 1, *et seq.*; (ll) Wash. Rev. Code § 19.86.010, *et seq.*; (mm) W. Va. Code § 46A-6-101, *et seq.*; (nn) Wis. Stat. § 100.18, *et seq.*; and (oo) Wyo. Stat. § 40-12-100, *et seq.* Plaintiffs allege that they have complied with the notice provisions of all consumer protection acts requiring such notice.

5. This Class is certified pursuant to Fed. R. Civ. P. 23(b)(3).

B. Class 2: Third-Party Payor MediGap Supplemental Insurance Class

1. Class Definition:

All Third-Party Payors who made reimbursements for drugs purchased in Massachusetts, or who made reimbursements for drugs and have their principal place of business in Massachusetts, based on AWP

for a Medicare Part B covered Subject Drug that was manufactured by AstraZeneca (AstraZeneca, PLC, Zeneca, Inc., AstraZeneca Pharmaceuticals L.P., and AstraZeneca U.S.), the BMS Group (Bristol-Myers Squibb Co., Oncology Therapeutics Network Corp., and Apothecon, Inc.), SmithKline Beecham Corporation d/b/a GlaxoSmithKline, the Johnson & Johnson Group (Johnson & Johnson, Centocor, Inc., Ortho Biotech, McNeil-PPC, Inc., and Janssen Pharmaceutica Products, L.P.), or the Schering Plough Group (Schering-Plough Corporation and Warrick Pharmaceuticals Corporation).

2. The Court certifies five Subclasses corresponding to each of the defendant groups.

3. The Court certifies plaintiffs Blue Cross/Blue Shield of Massachusetts and Sheet Metal Workers National Health Fund as the representatives for this Class.

4. The claims for this Class are certified under Mass. Gen. Laws ch. 93A.

5. This Class is certified pursuant to Fed. R. Civ. P. 23(b)(3).

C. Class 3: Consumer and Third-Party Payor Class for Medicare Part B Drugs Outside of the Medicare Context.

1. Class Definition:

All natural persons who made or who incurred an obligation enforceable at the time of judgment to make a payment for purchases in Massachusetts, all Third-Party Payors who made reimbursements based on contracts expressly using AWP as a pricing standard for purchases in Massachusetts, and all Third-Party Payors who made reimbursements based on contracts expressly using AWP as a pricing standard and have their principal place of

business in Massachusetts, for a physician-administered Subject Drug that was manufactured by AstraZeneca (AstraZeneca, PLC, Zeneca, Inc., AstraZeneca Pharmaceuticals L.P., and AstraZeneca U.S.), the BMS Group (Bristol-Myers Squibb Co., Oncology Therapeutics Network Corp., and Apothecon, Inc.), SmithKline Beecham Corporation d/b/a GlaxoSmithKline, the Johnson & Johnson Group (Johnson & Johnson, Centocor, Inc., Ortho Biotech, McNeil-PPC, Inc., and Janssen Pharmaceutica Products, L.P.), or the Schering Plough Group (Schering-Plough Corporation and Warrick Pharmaceuticals Corporation). Included within this Class are natural persons who paid coinsurance (i.e., co-payments proportional to the reimbursed amount) for a Subject Drug purchased in Massachusetts, where such coinsurance was based upon use of AWP as a pricing standard. Excluded from this Class are any payments or reimbursements for generic drugs that are based on MAC and not AWP.

2. The Court certifies five Subclasses corresponding to each of the defendant groups.

3. The Court certifies plaintiff Pipefitters Local 537 Trust Funds and Blue Cross/Blue Shield of Massachusetts as the representatives for this Class pursuant to Fed. R. Civ. P. 23(b)(2) and 23(b)(3). The Court also certifies Health Care For All as the representative for this Class pursuant to Fed R. Civ. P. 23(b)(2).

4. The claims for this Class are certified under Mass. Gen. Laws ch. 93A.

II. CLASSES NOT CERTIFIED

1. With respect to Class 2, plaintiffs have not submitted

an adequate analysis of the feasibility of a nationwide class of Third-Party Payors. Therefore, the Court declines at this time to certify this Class under the consumer protection laws of states other than Massachusetts. However, this denial is without prejudice.

2. With respect to Class 3, the Court declines at this time to certify this Class under the consumer protection laws of states other than Massachusetts. However, this denial is without prejudice.

3. The Court declines to certify a class of persons or Third-Party Payors who made payments or reimbursements for self-administered drugs not appearing in the appended Table of Subject Drugs. This denial is with prejudice.

III. MISCELLANEOUS

1. The Class Period for Class 1 and Class 2 is January 1, 1991 to January 1, 2005. The class period for Class 3 is January 1, 1991 to the present.

2. Excluded from these Classes are: any subsidiaries or affiliates of defendants; the officers and directors of defendants during the Class Period; members of defendants' immediate families; any person, firm, trust, corporation, officer, director, or any individual or entity in which any defendant has a controlling interest or which is related to, or

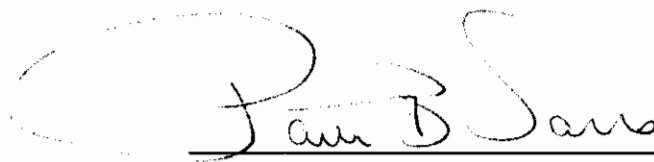
affiliated with, any defendant; the legal representatives, agents, affiliates, heirs, successors-in-interest, or assigns of any such excluded parties and governmental entities.

3. Pursuant to Fed. R. Civ. P. 23(g), the Court appoints the following firms as Co-Lead Counsel: Hagens Berman Sobol Shapiro LLP; Spector Roseman & Kodroff, P.C.; Hoffman & Edelson; The Wexler Firm; and Kline & Specter.

4. The "Together Rx" claims are not certified because they are dismissed without prejudice by the filing of the TAMCCAC.

5. The Court retains the discretion under Rule 23 to modify this Order. Modifications may include adding new class representatives, striking existing class representatives, and striking drugs from the Table of Subject Drugs.

6. The Court declines to certify issues for an interlocutory appeal pursuant to 28 U.S.C. § 1292(b) or to recommend appeal pursuant to Fed. R. Civ. P. 23(f).



PATTI B. SARIS
United States District Judge

Exhibit I

THE | WEXLER | FIRM

One North LaSalle Street

Suite 2000

Chicago, Illinois 60602

T: (312) 346-2222 | F: (312) 346-0022 | www.wexlerfirm.com

Facsimile Cover Sheet

To: Eric P. Christofferson

Fax No.: (617) 951-7050

From: Kenneth A. Wexler

Date: March 29, 2006

Re: In re Pharmaceutical Industry Average Wholesale Price Litigation

Total Number of Pages Including Cover Page: 3

Remarks: Please see attached correspondence

THE | WEXLER | FIRM ^{LLP}

March 29, 2005

Via Facsimile

Eric P. Christofferson
Ropes & Gray LLP
One International Place
Boston, MA 02110

Re: *In re Pharmaceutical Industry Average Wholesale Price Litigation*
MDL No. 1456 (D. Mass.)

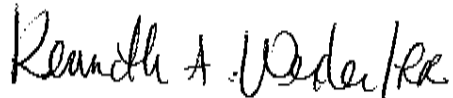
Dear Eric:

I am writing in response to certain questions you raised regarding the SMW+ document production. My understanding is as follows:.

- The redactions made to SMW 56611-56630 do not reflect any reimbursement information.
- The productions from SMW+ in response to your Request Nos. 8 and 10 are complete with respect to pricing and reimbursement information.
- In reference to your Requests Nos. 14 and 16, SMW+ does not have studies of how much it pays for prescription drugs.

Please call with any questions.

Very truly yours,


Kenneth A. Wexler

KAW:dmg

Exhibit J



ROPES & GRAY LLP

ONE INTERNATIONAL PLACE BOSTON, MA 02110-2624 617-951-7000 F 617-951-7050
BOSTON NEW YORK PALO ALTO SAN FRANCISCO WASHINGTON, DC www.ropesgray.com



Sep 14 2006
2:22PM

September 14 2006

Eric P. Christofferson
617-951-7976
Eric.Christofferson@ropesgray.com

BY FEDERAL EXPRESS

Kenneth A. Wexler, Esq.
Wexler Toriseva Wallace LLP
One North LaSalle Street
Suite 2000
Chicago, IL 60602

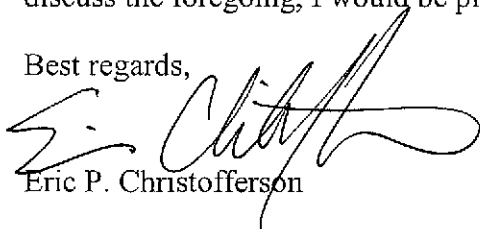
Re: *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL 1456

Dear Ken:

In preparation for trial, we have noted that Plaintiffs have not produced documents relating to Sheet Metal Workers' National Health Fund ("SMW") plans covering active workers. In particular, we have not received documents concerning any coverage of prescription drugs, any contracts with pharmaceutical benefit managers or other entities relating to prescription drug benefits, or any information disclosing the reimbursement rates for pharmaceuticals covered under such plans. These documents are responsive to the document request served on December 13, 2005.

Although we did not previously focus on these particular documents, their production is necessary to our preparation for trial. Please produce them promptly. If you would like to discuss the foregoing, I would be pleased to speak with you at your earliest convenience.

Best regards,



Eric P. Christofferson

EPC:djb

ROPES & GRAY LLP

Kenneth A. Wexler, Esq.

- 2 -

September 14 2006

cc: Steve W. Berman, Esq.
Hagens Berman Sobol Shapiro LLP
1301 Fifth Avenue
Suite 2900
Seattle, WA 98101

All Counsel of Record (via Lexis File and Serve)

Exhibit K

WEXLER | TORISEVA | WALLACE*A Limited Liability Partnership*Chicago Office:

One N. LaSalle Street
Suite 2000
Chicago, Illinois 60602
Telephone: (312) 346-2222
Facsimile: (312) 346-0022

FACSIMILE TRANSMISSION SHEET

Date: September 18, 2006	From: Jennifer Fountain Connolly
To: Eric P. Christofferson	Fax No: (617) 951-7050

Number of Pages, Including Cover: 2	Originals to Follow: No
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Re: **In re: Pharmaceutical Industry Average Wholesale Price Litigation
MDL 1456 (D. Mass)**

COMMENTS:

Please see attached.

WEXLER | TORISEVA | WALLACE

Limited Liability Partnership
Chicago, IL • Wheeling, WV • Sacramento, CA

September 18, 2006

Via Facsimile

Eric P. Christofferson
Ropes & Gray
One International Place
Boston, MA 02110-2624

Re: *In re: Pharmaceutical Industry Average Wholesale Price Litigation*
MDL 1456 (D. Mass.)

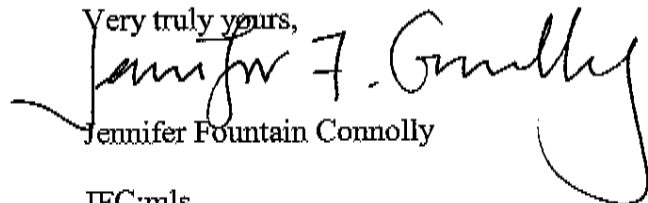
Dear Eric:

I write in response to your September 14 letter to Ken Wexler.

As we discussed on Friday, setting aside the highly attenuated nature of Defendants' Requests, Track 1 discovery ended months ago. Moreover, under CMO No. 19, the deadline for Sheet Metals' document production was March 1, 2006, over six months ago. Defendants specifically agreed to these deadlines.

Therefore, Sheet Metals will not produce any documents in response to your recent request.

Very truly yours,


Jennifer Fountain Connolly

JFC:mls

cc: All counsel of record (via Lexis-Nexis File & Serve)

Exhibit L

Sheet Metal Workers' National Health Fund



Consultant's Annual Experience and Statistical Report

Year Ended December 31, 2004

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SMW 56631**

EXHIBIT 1
(Continued)

	The plan was amended to require that a participant be available for work in order to continue coverage under the plan through the use of hour bank hours or the remittance of self-contributions.
January 1, 1999	<p>The trustees voted to terminate the life and AD&D insurance policy and self fund these benefits.</p> <p>The plan was amended to comply with the Women's Health and Cancer Rights Act of 1998.</p> <p>Provisions were adopted to allow participation in the plan by owner/operators.</p> <p>The subsidy agreements with the National Pension Fund and the Local Unions and Councils Pension Fund for those participating in the Supplemental Medicare Wraparound Plus program was changed. Under the agreements, participants were responsible for the cost in excess of the payments from the pension funds.</p>
May 21, 1999	The plan was amended to provide that a participant commencing employment for a non-signatory employer be immediately terminated from coverage.
July 1, 1999	<p>The trustees approved the use of Beech Street PPO for plan participants.</p> <p>The benefit percentage was increased from 80% to 100%, and the calendar year deductible waived for charges from PPO providers.</p>
August 8, 1999	The routine physical examination benefit was expanded to include dependent children, and to include charges for a pediatrician visiting a newborn in a nursery.
September 1, 1999	The trustees approved an additional provision in order to continue coverage as a retiree. The provision required the retiree to have been continuously eligible for benefits under the fund for the 60 consecutive month period ending on the last day of the month preceding the month in which he became retired.
December 1, 1999	The trustees approved special self-contribution rules for surviving spouses of deceased eligible employees.

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SMW 56638

EXHIBIT 1
(Continued)

February 11, 2000	A prescription drug discount card with National Prescription Administrators was approved.
April 1, 2000	Retiree self-payment categories were restructured and new rates implemented with the rate for those single and retired prior to October 1, 1990 increased from \$195 to \$205, and those single/couple retired post 10-1-90 increased from \$250/\$375 to \$262/\$393, respectively.
May 1, 2000	<p>The merger of Sheet Metal Workers Local Union No. 399, Charleston, South Carolina into the fund was approved.</p> <p>COBRA rates were approved at \$377.06 for months 1-18 (1-36 for dependents) and \$565.59 for those disabled and eligible for months 19-29.</p>
October 1, 2000	Coverage for outpatient treatment of Alcohol and Drug Abuse/Addiction payable at 50% up to a lifetime maximum of \$2,000 was added to the plan.
January 1, 2001	The continuing eligibility requirement was increased from 100 hours to 125 hours.
April 1, 2001	Changes were made to the schedule of benefits for early retirees, including the elimination of dental and vision benefits and other more nominal changes.
May 1, 2001	COBRA rates were approved at \$398.15 for months 1-18 (1-36 for dependents) and at \$565.59 for those disabled and eligible for months 19-29.
May 22, 2001	<p>The Workers Assistance Program was approved for extension to all participants covered under the Plan A schedule of benefits.</p> <p>The non-bargaining employees of YPS, YPS/FS, and YPS Mechanical were approved for participation in the plan.</p> <p>Coverage was added to the plan when certain parameters were met for reduction mammoplasty and surgical procedures rendered in connection with any overweight condition.</p>

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SMW 56639

EXHIBIT 1
(Continued)

July 27, 2001	<p>The non-bargaining employees of Mueller and Wilson, Incorporated were approved for participation in the plan.</p> <p>The trustees approved the transfer of certain bank accounts from Firststar Bank to SunTrust Bank.</p>
September 1, 2001	<p>The Plan A and Retiree schedules of benefits were amended as follows:</p> <ul style="list-style-type: none"> ♦ The benefit payment percentage for covered PPO charges was reduced from 100% to 90%. ♦ The special \$5,000 hospital expense benefit was eliminated from the plans. ♦ A maximum out-of-pocket expense of \$2,000 per person and \$4,000 per family was established for PPO charges. ♦ The maximum out-of-pocket expense for non-PPO charges was increased from \$1,000 to \$4,000 per person and from \$2,000 to \$8,000 per family. ♦ A calendar year deductible of \$200 per person and \$400 per family was established for PPO charges. ♦ The calendar year deductible for non-PPO charges was increased from \$200 to \$300 per person and from \$400 to \$600 per family.
January 1, 2002	<p>The plan was amended adding a separate schedule of benefits for optional employees eligible to enroll for Medicare benefits.</p> <p>Hour bank provisions of the plan were amended eliminating the 160 hour threshold over which hours were credited. Under the amended provisions, hours worked in excess of 125 would be credited to the hour bank up to the maximum of 600 hours.</p>
May 1, 2002	<p>COBRA rates were approved at \$450.86 for months 1-18 (1-36 for dependents) and at \$676.29 for those disabled and eligible for months 19-29.</p>

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SMW 56640

EXHIBIT 22

SHEET METAL WORKERS' NATIONAL HEALTH FUND
SUMMARY OF SCHEDULES OF BENEFITS

SUMMARY OF BENEFIT SCHEDULES

PLAN A

FOR LOCAL UNIONS NO. 5, NO. 67 AND NO. 399,
 LOCAL UNION NO. 71 PRE-APPRENTICES AND COVERED EMPLOYEES OF ST.
 LOUIS BLOWPIPE COMPANY

FOR ELIGIBLE EMPLOYEES ONLY

DEATH BENEFITS:

Eligible Employees	\$ 10,000.00
Eligible Dependents	\$ 2,500.00

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS:

Eligible Employees - Principal Sum	\$ 10,000.00
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WEEKLY ACCIDENT AND SICKNESS BENEFIT:

Weekly Benefit	\$ 150.00
Maximum Benefit Period	13 Weeks

Benefits Commence on:
 1st day of Accidental Bodily Injury
 8th day for Illness

FOR ELIGIBLE EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS

OUTPATIENT LABORATORY & X-RAY BENEFIT:

Maximum Payment per Covered Person per Calendar Year	\$ 250.00
(Routine Care Included)	

ACCIDENT EXPENSE BENEFIT:

Maximum Payment per Covered Person per Accident ...	\$ 300.00
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ROUTINE PHYSICAL EXAMINATION BENEFIT:

Maximum Payment per Covered Person Per Calendar Year.....	\$ 200.00
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MAJOR MEDICAL EXPENSE BENEFIT:

Calendar Year Deductible:
 For Charges Incurred with a Participating
 PPO Provider (Including a Participating NPA Pharmacy)

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SMW 56662

EXHIBIT 22
(Continued)

FOR ELIGIBLE EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS (Continued)		
NPA Pharmacy) -		
Per Covered Person	\$	200.00
Per Family of Covered Persons	\$	400.00
For Charges Incurred with a non-PPO		
Provider -		
Per Covered Person.....	\$	500.00
Per Family of Covered Persons.....	\$	800.00
Payment Percentage:		
For Outpatient Treatment of Mental or		
Nervous Disorders		50%
For Outpatient Treatment of Alcohol and		
Drug Abuse/Addiction Received from an		
Alcohol Treatment Facility.....		50%
For All Other Covered Medical Expenses:		
Charges Incurred with a Participating		
PPO Provider.....		90%
Charges Incurred with a non-PPO		
Provider.....		70%
Maximum Payment per Calendar Year for		
All Covered Medical Expenses Combined,		
Per Covered Person	\$	200,000.00
Maximum Lifetime Payments:		
For Inpatient Treatment of Alcohol and		
Drug Abuse/Addiction.....	\$	10,000.00
For Outpatient Treatment of Alcohol		
and Drug Abuse/Addiction Received		
from an Alcohol Treatment Facility.....	\$	2,000.00
For the Diagnosis or Treatment		
of Sleep Apnea and other Sleep Dis-		
Orders, Including Charges for the		
Rental or Purchase of a CPAP Machine.....	\$	2,000.00
For Audiometry Testing and the		
Purchase and Fitting of Hearing Aids.....	\$	2,000.00
For All Covered Medical Expenses Combined.....	\$	1,000,000.00
Maximum Out-of-Pocket Expense,		
Excluding Calendar Year Deductible,		
Per Calendar Year:		
For Charges Incurred with a Participating		
PPO Provider -		
Per Covered Person.....	\$	2,000.00
Per Family of Covered Persons.....	\$	4,000.00

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SMW 56663

EXHIBIT 22
(Continued)

FOR ELIGIBLE EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS (Continued)		
Other Limitations:		
For Treatment Rendered by, or under the Supervision of, a Doctor of Chiropractic (D.C.M.) -		
Maximum Visits Per Calendar Year		20
Maximum Payment Per Visit	\$	25.00
Daily Hospital Room and Board Limit		Semi-Private Room Rate
Intensive Care and Coronary Care Accommodations		Actual Charge
<u>DENTAL EXPENSE BENEFIT:</u>		
Payment Percentage		80%
Maximum Calendar Year Payment Per Covered Person	\$	750.00
Maximum Lifetime Payment Per Covered Person for Orthodontia	\$	750.00
PLAN B		
FOR SIDING AND DECKING WORKERS IN LOCAL UNIONS NO. 7, 28, 40, 63, 80, 85, 263 AND 265		
FOR ELIGIBLE EMPLOYEES ONLY		
<u>DEATH BENEFITS:</u>		
Eligible Employees	\$	10,000.00
Eligible Dependents		None
<u>ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS:</u>		
Eligible Employees - Principal Sum	\$	10,000.00
FOR ELIGIBLE EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS		
<u>OUTPATIENT LABORATORY & X-RAY BENEFIT:</u>		
Maximum Payment per Covered Person per Calendar Year.....	\$	250.00
(Routine Care Included)		

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SMW 56664

EXHIBIT 22
(Continued)

FOR ELIGIBLE EMPLOYEES AND THEIR DEPENDENTS (Continued)	
ACCIDENT EXPENSE BENEFIT:	
Maximum Payment per Covered Person per Accident.....	\$ 300.00
ROUTINE PHYSICAL EXAMINATION BENEFIT:	
Maximum Payment per Covered Person	
Per Calendar Year	\$ 200.00
MAJOR MEDICAL EXPENSE BENEFIT:	
Calendar Year Deductible:	
For Charges Incurred with a Participating	
PPO Provider (Including a Participating	
NPA Pharmacy) -	
Per Covered Person	\$ 200.00
Per Family of Covered Persons	\$ 400.00
For Charges Incurred with a non-PPO	
Provider -	
Per Covered Person	\$ 500.00
Per Family of Covered Persons	\$ 800.00
Payment Percentage:	
For Outpatient Treatment of Mental or	
Nervous Disorders	50%
For Outpatient Treatment of Alcohol and	
Drug Abuse/Addiction Received from an	
Alcohol Treatment Facility.....	50%
For All Other Covered Medical Expenses -	
Charges Incurred with a Participating	
PPO Provider	90%
Charges Incurred with a non-PPO	
Provider.....	70%
Maximum Payment per Calendar Year for	
All Covered Medical Expenses Combined,	
Per Covered Person	\$ 200,000.00
Maximum Lifetime Payments:	
For Inpatient Treatment of Alcohol and	
Drug Abuse/Addiction.....	\$ 10,000.00
For Outpatient Treatment of Alcohol and	
Drug Abuse/Addiction Received from an	
Alcohol Treatment Facility.....	\$ 2,000.00
For the Diagnosis or Treatment of Sleep	
Apnea and other Sleep Disorders,	
Including Charges for the Rental or	
Purchase of a CPAP Machine.....	\$ 2,000.00

CONFIDENTIAL
SMW 56665

EXHIBIT 22
(Continued)

FOR ELIGIBLE EMPLOYEES AND THEIR DEPENDENTS (Continued)		
For Audiometry Testing and the Purchase and Fitting of Hearing Aids.....	\$	2,000.00
For All Covered Medical Expenses Combined.....	\$	1,000,000.00
Maximum Out-of-Pocket Expense, Excluding Calendar Year Deductible, Per Calendar Year:		
For Charges Incurred with a Participating PPO Provider -		
Per Covered Person	\$	2,000.00
Per Family of Covered Persons	\$	4,000.00
Other Limitations:		
For Treatment Rendered by, or under the Supervision of, a Doctor of Chiropractic (D.C.M.) -		
Maximum Visits Per Calendar Year		20
Maximum Payment Per Visit	\$	25.00
Daily Hospital Room and Board Limit		Semi-Private Room Rate
Intensive Care and Coronary Care Accommodations		Actual Charge
PLAN C FOR RETIREES		
FOR RETIREES AND THEIR ELIGIBLE DEPENDENTS		
ROUTINE PHYSICAL EXAMINATION BENEFIT:		
Maximum Payment per Covered Person		
Per Calendar Year.....	\$	200.00
MAJOR MEDICAL EXPENSE BENEFIT:		
Calendar Year Deductible:		
For Charges Incurred with a Participating PPO Provider (Including a Participating NPA Provider) -		
Per Covered Person	\$	200.00
Per Family of Covered Persons	\$	400.00

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EXHIBIT 22
(Continued)

FOR RETIREES AND THEIR ELIGIBLE DEPENDENTS (Continued)	
For Charges Incurred with a non-PPO Provider -	
Per Covered Person.....	\$ 500.00
Per Family of Covered Persons.....	\$ 800.00
Payment Percentage:	
For Outpatient Treatment of Mental or Nervous Disorders.....	50%
For Outpatient Treatment of Alcohol and Drug Abuse/Addiction Received from an Alcohol Treatment Facility.....	50%
For All Other Covered Medical Expenses:	
Charges Incurred with a Participating PPO Provider.....	90%
Charges Incurred with a non-PPO Provider.....	70%
Maximum Payment per Calendar Year	
For All Covered Medical Expenses Combined, Per Covered Person	\$ 200,000.00
Maximum Lifetime Payments:	
For Inpatient Treatment of Alcohol and Drug Abuse/Addiction.....	\$ 10,000.00
For the Diagnosis or Treatment of Sleep Apnea and other Sleep Disorders, Including Charges for the Rental or Purchase of a CPAP Machine.....	\$ 2,000.00
For Audiometry Testing and the Purchase And Fitting of Hearing Aids.....	\$ 2,000.00
For All Covered Medical Expenses Combined.....	\$1,000,000.00
Maximum Out-of-Pocket Expense, Excluding Calendar Year Deductible, Per Calendar Year:	
For Charges Incurred with a Participating PPO Provider -	
Per Covered Person	\$ 2,000.00
Per Family of Covered Persons.....	\$ 4,000.00

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EXHIBIT 22
(Continued)

FOR RETIREES AND THEIR ELIGIBLE DEPENDENTS (Continued)		
Other Limitations:		
For Treatment Rendered by, or under the Supervision of, a Doctor of Chiropractic (D.C.M.) -		
Maximum Visits Per Calendar Year.....		20
Maximum Payment Per Visit.....	\$	25.00
Daily Hospital Room and Board Limit.....	Semi-Private Room Rate	
Intensive Care and Coronary Care		
Accommodations	Actual Charge	
Daily Home Health Care Expense Limit -		
For Charges Incurred with a Participating PPO Provider (Deductible is Waived).....		
		90%
For Charges Incurred with a non-PPO Provider.....		
		70%
PLAN D		
FOR NON-BARGAINING EMPLOYEES AND THEIR DEPENDENTS WHO ARE ELIGIBLE TO ENROLL FOR MEDICARE		
FOR ELIGIBLE EMPLOYEES ONLY		
DEATH BENEFIT:		
Eligible Employees	\$	10,000.00
Eligible Dependents	\$	2,500.00
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS:		
Eligible Employees - Principal Sum	\$	10,000.00
WEEKLY ACCIDENT AND SICKNESS BENEFIT:		
Weekly Benefit.....	\$	150.00
Maximum Benefit Period.....		13 Weeks
Benefits Begin on:		
1 st day of Accidental Bodily Injury		
8 th day for Illness		

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EXHIBIT 22
(Continued)**ELIGIBLE EMPLOYEES AND THEIR DEPENDENTS****MEDICAL BENEFITS:**

The Fund will pay Major Medical Expense Benefits for charges approved by Medicare but not paid by Medicare. These will generally include:

- Part A Deductible
- Part A Facility Co-Payments for Hospital and Skilled Nursing Facilities
- Part B Deductible
- Part B Co-Payments
- First 3 Pints of Blood

The Fund also provides for Prescription Drug Coverage under the Major Medical Expense Benefits, subject to the following -

- Outpatient Drugs Only
- Calendar Year Deductible:
 - For Charges Incurred with a Participating NPA Pharmacy -
 - Per Covered Person.....\$ 200.00
 - Per Family of Covered Persons.....\$ 400.00
 - For Charges Incurred with a non-NPA Pharmacy -
 - Per Covered Person.....\$ 500.00
 - Per Family of Covered Persons.....\$ 800.00
- Payment Percentage:
 - For Treatment of Mental or Nervous Disorders.... 50%
 - All Other..... 70%
- Maximum Out-of-Pocket Expense Per Calendar Year (Excluding Deductible):
 - Per Covered Person.....\$ 4,000.00
 - Per Family of Covered Persons.....\$ 8,000.00

Maximum Payment per Calendar Year for
All Covered Medical Expenses Combined,
Per Covered Person \$ 200,000.00

Maximum Lifetime Payment for All Medical Benefit
Payments Combined
\$1,000,000.00

DENTAL EXPENSE BENEFIT:

Calendar Year Deductible Per Covered Person.....	\$	-0-
Payment Percentage.....		80%
Maximum Calendar Year Payment per Covered Person.....	\$	750.00
Maximum Lifetime Payment per Covered Person for Orthodontia.....	\$	750.00

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Exhibit M

1 MR. BERMAN: Only if there was a settlement.

2 THE COURT: Right.

3 MR. WISE: Well, I think that probably is covered
4 in the first notice as well.

5 THE COURT: Can I see you all at side bar for a
6 minute.

7 (Side-bar conference held.)

8 THE COURT: Okay, so you, Mr. Berman, were
9 discussing with me --

10 MR. BERMAN: Yes, your Honor.

11 THE COURT: -- that there's a trial coming up, and
12 you wanted something.

13 MR. BERMAN: Well, what we would like is, we're
14 thinking through just a lot of issues. There's hundreds of
15 exhibits. There's witness issues. We think we need -- I
16 know you're very busy, but we need soon -- and I know I'm
17 being presumptuous because there's summary judgment motions
18 pending that haven't been decided -- but we need a trial
19 conference with your Honor, like an hour.

20 THE COURT: All right, first I'm going to get
21 through summary judgment, and then I'm going to get through
22 the notice, and then you will get a trial conference,
23 probably sometime in July. That's two months in advance.
24 Most pretrial conferences are a couple weeks in advance.

25 MR. BERMAN: That's perfect.

1 THE COURT: But I'm not prepared to do that right
2 now, so --

3 MR. HAVILAND: Your Honor, on summary judgment, the
4 plaintiffs have two affirmative motions that affect
5 AstraZeneca, so if your Honor would like to hear on those
6 two. One is the affirmative defenses motion, which is
7 already fully briefed, and I think the papers pretty much
8 speak to the issues of what the Court has to do in terms of
9 the nine remaining defenses.

10 THE COURT: While you're doing it, it did strike
11 me -- we didn't focus on it because it only knocked out part
12 of the case -- but with respect to the third-party payors,
13 there would be, at the very least, a jury issue on what they
14 knew or should have known with respect to Zolodex.

15 MR. HAVILAND: And that, your Honor, may be a
16 Class 2 issue, not a Class 1 issue, by the defendants' own
17 admissions.

18 THE COURT: But aren't I doing both of these?

19 MR. HAVILAND: Yes, your Honor.

20 THE COURT: So that's a serious issue.

21 MR. HAVILAND: It may be.

22 THE COURT: Do you know whether the third-party
23 payors, like Blue Cross-Blue Shield, were also purchasers of
24 Zolodex?

25 MR. HAVILAND: Yes, your Honor.

1 MR. BERMAN: They were, your Honor.

2 THE COURT: So why wouldn't that --

3 MR. BERMAN: Because in this class that's going to
4 trial, they had no choice but to pay based off a statutory
5 scheme. What they knew in Class 1 and 2 is not relevant.

6 THE COURT: Well, yes, it is as to when they
7 brought the suit. It wouldn't bar them from recovery, but it
8 would affect how far back they could recover.

9 MR. BERMAN: Correct.

10 THE COURT: So, I mean, that seems fair. That's
11 why I was going to take it drug by drug. And so with respect
12 to Zolodex, if in fact any company was purchasing, I'm going
13 to have to deal with the effects of that in a class because
14 that would put you on inquiry notice. If you're paying one
15 price and you see that the statutory AWP price is a different
16 one, that would be inquiry notice. What's it, the -- you
17 should have engaged in inquiry at that point, right? So --

18 MR. HAVILAND: That's the statute of limitations
19 defense, your Honor.

20 THE COURT: Right.

21 MR. HAVILAND: And obviously that issue would go to
22 the Class 2 plaintiffs. There's been no contest, no evidence
23 that the plaintiffs in Class 1 knew or should have known at
24 any point in time.

25 THE COURT: Right, Class 1 is different.

1 MR. HAVILAND: And if I may wrap up the argument on
2 the affirmative defenses, we're down to nine, mercifully.
3 We've gone from 58 to nine, so I think the housekeeping has
4 been done. Five of those nine, though, your Honor, two of
5 which you addressed today, is the political question
6 doctrine.

7 THE COURT: Right, that's gone.

8 MR. HAVILAND: The other, the filed rate
9 doctrine --

10 THE COURT: Gone.

11 MR. HAVILAND: -- I believe five have been covered
12 by your Honor's ruling, the government action, state action.

13 THE COURT: What's left?

14 MR. HAVILAND: Superseding intervening cause, which
15 there's been some discussion of.

16 THE COURT: Right.

17 MR. HAVILAND: Preemption, which we believe --

18 THE COURT: Those are all legal. I've ruled on all
19 those.

20 MR. HAVILAND: I believe so too, your Honor, so --

21 THE COURT: But they need to preserve them for the
22 record for appeal, if they got that far.

23 MR. HAVILAND: Understood.

24 THE COURT: They can't drop them. I'm just not
25 going to rewrite an opinion on them. So what's left that I

1 haven't ruled on?

2 MR. HAVILAND: Of those, we have four: Statute of
3 limitations, your Honor. The failure to mitigate, again,
4 there's no evidence on the part of Class 1 plaintiffs, or
5 even in the Class 2 plaintiffs, on failure to mitigate. The
6 issue of statute of limitations overlaps, I suppose, in the
7 sense of when the case should have been brought, but there's
8 been no evidence put in the summary judgment record of a
9 failure to mitigate on anyone's part. Again, as Mr. Berman
10 points out, in Classes 1 and 2, the statutory regime
11 governs. It's the 20 percent copay class. We pay based on
12 AWP. There's no negotiation.

13 Compliance with regulation I believe is also
14 covered by prior rulings.

15 THE COURT: And what's the last one?

16 MR. HAVILAND: Good faith or conformity with
17 standard industry practice, I don't quite know what that one
18 is.

19 THE COURT: Well, sure, it refutes it, the
20 deception and fairness, which will go to either a jury or me.

21 MR. HAVILAND: And most of those issues, your
22 Honor, fall in that rubric. They're really saying there's a
23 lack of proofs on the plaintiffs' part, not really a defense,
24 so --

25 THE COURT: Were you planning on calling Scully or

1 someone like that, some government witness to trial, either
2 side?

3 MR. HAVILAND: We were not, your Honor. We don't
4 believe that the government knowledge defense even comes into
5 the trial of the case.

6 THE COURT: Well, it may be in terms of -- it may
7 not be a legal bar, but it may be relevant to their state of
8 mind. I didn't know if either side was planning on calling a
9 government witness currently or a former government witness.
10 But don't forget about the regulations, if the person is
11 currently in the employ of the government, that that will
12 take two or three months to work through. Do you know what
13 I'm referring to? All right.

14 MR. HAVILAND: Lastly, your Honor, the issue of the
15 plaintiffs' motion for partial summary judgment on
16 AstraZeneca's guilty plea.

17 THE COURT: What do you want me to do with it?

18 MR. HAVILAND: Well, your Honor, I think the law is
19 very clear that there's an estoppel that's appropriate here.
20 AstraZeneca pled guilty to conspiracy with doctors in three
21 states, three of which are in the class, and interestingly
22 the discussion of Florida law --

23 THE COURT: But to hand out samples, right?

24 MR. HAVILAND: Yes, your Honor, but we believe
25 that's the core part of the return-to-practice fraud that was

1 alleged in the complaint.

2 THE COURT: Well, what would be -- but, you know, I
3 had one of those doctors, actually, in the Lupron case.

4 MR. HAVILAND: Oh, okay.

5 THE COURT: So that tended to be handing out
6 samples and saying you can charge for them. It was a
7 different kind of case than the AWP. You're saying that
8 there's something that was directly an AWP plea of guilty?

9 MR. HAVILAND: Well, it was absolutely the same
10 conduct, your Honor.

11 THE COURT: The same conduct as what, the samples
12 or the AWP?

13 MR. HAVILAND: Both. Your Honor, they were
14 providing samples for a hundred percent return to practice.
15 In this case, we focused a lot on the spread. Here we have a
16 zero acquisition cost, AWP, a hundred percent spread. It was
17 another way these manufacturers in their marketing and sales
18 fraud got doctors engaged in buying the product.

19 THE COURT: But what's the summary judgment on?
20 What would I be granting it on?

21 MR. HAVILAND: We think that the core facts in the
22 information, AstraZeneca's information, should be deemed
23 admitted; and they are that AstraZeneca engaged in a
24 conspiracy with doctors to provide samples, knowing and
25 expecting that they would bill for them, and in fact charged

Exhibit N

1 relief to very sick and needy people. This case has been
2 pending for five years. I understand it's not CMS's fault
3 this came so late. I fully put that on plaintiffs'
4 shoulders. But that's where I'm at. And there's just an
5 enormous amount of court resources that are going into it,
6 and we are about to go public, we're about to go national.

7 MR. HENDERSON: And I'll forewarn your Honor that
8 the government is going to object to an order that bumps a
9 lot of other --

10 THE COURT: I'm not. I'm going with your number.

11 MR. HENDERSON: -- requests that are in the queue.

12 THE COURT: I'm going with your number, which is
13 three months. That's what I'm going to hold you to. What
14 I'm saying is, I won't now be bumped by someone else. And
15 they can say, "Come see the Judge." Okay, I'm going with
16 your figure, three months. I've already bumped the trial
17 once. Unless you can -- I can take the heat off of you if
18 you can go more quickly on AstraZenica, and that's the thing
19 that you need to present to them.

20 MR. HENDERSON: Yes, and I'll just forewarn your
21 Honor that the number of NDCs or J Codes is not particularly
22 important in determining the amount of time that it takes.

23 THE COURT: You told me that. Although I don't
24 understand it in my gut, you told me that, so --

25 MR. HENDERSON: Well, they put in batch requests,

1 the number of requests into a --

2 THE COURT: All right. Now, let me just understand
3 this. As I understand it, even in the best of all worlds,
4 you can only go back to 1998, or is that three months going
5 back to 1991?

6 MR. HENDERSON: We had originally said three months
7 going back to 1991.

8 THE COURT: Good.

9 MR. HENDERSON: And I would anticipate that just
10 going back to 1998 would somewhat reduce the time.

11 THE COURT: To how far?

12 MR. HENDERSON: I cannot say, your Honor.

13 THE COURT: Okay, well, I think at this point I
14 don't really know -- there's a serious issue with respect to
15 the third-party payors as far as whether or not the statute
16 of limitations goes back that far, less serious with the
17 consumers simply because they probably knew nothing. But do
18 you still want to go back to 1991?

19 MR. SOBOL: Yes.

20 THE COURT: So I think that's really where we are
21 at this point.

22 MR. SOBOL: The hearing on the -- if I may, your
23 Honor?

24 THE COURT: Yes, so on the 11th we're just going to
25 have an update and a status. I'm sorry, the 6th. By the end

1 of this week, I should have final agreed-upon notices, short,
2 long, for both third-party payors and consumers. I should
3 have a draft of the Web site, a script for the 800 number.
4 And ideally, although less important right away, is a little
5 mini-script for my office about what we say to people.
6 That's lower down on the pecking order. If you disagree with
7 it, you're going to give me your version, both of it on CDs,
8 and then hopefully I'll just do my own notice.

9 MR. SOBOL: And then the location and the timing on
10 the weeklies.

11 THE COURT: Yes. Let me just -- I'm not a pro, and
12 I understand I read different things than other people read.
13 Intuitively, it's a little hard for me to accept because no
14 one I know reads any of these except possibly National
15 Geographic, it's a little hard for me to understand why
16 newspapers aren't part of this equation. So at the very
17 least, I'd like a few of the weeklies that I do know people I
18 know read, like People and Time and Sports Illustrated and
19 that sort of thing.

20 Now, she's the expert and I'm not. It's just, you
21 know, you go based on your everyday experience, and I don't
22 know people who read those, Parade and USA Today. I assume
23 there's a fair number who do, maybe in the audience we're
24 seeking to hit. I'll take her word for it, but it's a little
25 hard for me to accept. Is a newspaper, I mean, so hard? The